Government of the Virgin Islands SUPPLY AGREEMENT

THIS AGREEMENT, made this ______ day of ______ 2019, in the Territory of the Virgin Islands of the United States, by and between the Government of the Virgin Islands, acting through its Department of Property and Procurement on behalf of the Office of Veterans Affairs (hereinafter referred to as "Government") and Creative Minds, LLC d/b/a 107.9 FM Da Vybe, whose address is P. O. Box 307713, Charlotte Amalie, St. Thomas, VI 00803 USVI (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide Weekly Radio Show for the Office of Veterans Affairs in the U.S.V.I; and

WHEREAS, the Contractor was selected in accordance with the provisions of 31 V. I. C. § 239 (a) (3); and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I; it is mutually agreed between the parties as follows:

- Section I. That for and in consideration of the prices and other terms and conditions of this agreement, the Contractor agrees to provide Weekly Radio Show for the Office of Veterans Affairs in the U.S.V.I. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I, (Scope of Work) attached hereto and made a part of this Contract.
- Section II. The Government, in consideration of the satisfactory performance of the services described in Addendum I, (Scope of Work) agrees to pay the Contractor a total amount not to exceed NINE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENT (\$9,100.00), as set forth in Addendum II, (Compensation) attached hereto and made a part of this Agreement.
- **Section III.** This Contract shall commence immediately upon the date of the execution of the Commissioner of the Department of Property and Procurement, and shall terminate <u>July 31</u>, <u>2020</u>, unless mutually extended or terminated by the Parties. No alterations or variations of the terms of the agreement shall be valid or binding upon the Government unless made in writing and approved by the Government.
- **Section IV.** The Contractor agrees to provide Weekly Radio Show to the Office of Veterans Affairs in accordance with the terms and conditions outlined in Addendum III (General Provisions), attached hereto and made a part of this Agreement.

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Section V. This Agreement shall be governed by the laws of the Virgin Islands of the United States and jurisdiction shall remain in the Virgin Islands of the United States.

Section VI. This Agreement shall be subject to the availability and appropriation of funds. The Contractor shall only perform the service when directed by the Director of the Office of Veterans Affairs or his authorized representative.

Section VII. This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Agreement, are merged herein.

Section VIII. The Contractor shall provide the Government with proof of General Liability Insurance coverage for the entire period of this Contract. The Contractor shall be insured under each policy in an amount of not less than TEN THOUSAND DOLLARS and ZERO CENT (\$10,000.00) for each occurrence. In the event that the Contractor's existing coverage will expire before the end of the term of this Contract, the Contractor shall provide proof of the renewal of coverage within ten (10) days after beginning of the new period of the insurance. The policies shall be maintained with insurer(s) and in a form satisfactory to the Government.

Section IX. The effective date of this Agreement shall be the day of the execution of the Agreement by the Commissioner of the Department of Property and Procurement of the Virgin Islands of the United States.

Section X. Addenda I, II, and III attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Anthony D. Thomas

Commissioner

Department of Property and Procurement

Patrick D. Farrell.

Director

Office of Veterans Affairs

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Sheldon A. Turnbull

General Manager

Creative Minds, LLC d/b/a 107.9 FM Da Vybe

(Corporate seal if Contractor is a Corporation)

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